





बिड दस्तावेज़ / Bid Document

बिड विवर्ण∕Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	08-08-2025 11:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-08-2025 11:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Home Affairs		
विभाग का नाम/Department Name	Central Armed Police Forces		
संगठन का नाम/Organisation Name	Border Security Force (bsf)		
कार्यालय का नाम/Office Name	lg Bsf Spl Ops Chhattisgarh		
कुल मात्रा/Total Quantity	2447		
वस्तु श्रेणी /Item Category	Steel Folding Cot (V2) (Q3)		
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	49 Lakh (s)		
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	368 Lakh (s)		
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)		
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete		
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension		
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
विगत प्रदर्शन /Past Performance	30 %	
बिंड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes	
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination	
बिड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation		
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes	
Inspection to be carried out by Buyers own empanelled agency	Yes	
Type Of Inspection	Pre Dispatch	
Name of the Empanelled Inspection Agency/ Authority	MSME-Meerut UP	
Quality Assurance Plan document	<u>1752813563.pdf</u>	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	294000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

- (a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Inspector General

IG HQ (Spl Ops) BSF Chhattisgarh, Central Armed Police Forces, Border Security Force (BSF), Ministry of Home Affairs

(Anand Pratap Singh, Ips)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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- 1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
- 3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall

upload the supporting documents to prove his eligibility for exemption.

- 5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
- 7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 8. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 9. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted. 10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

11. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with predispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

- 12. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Steel Folding Cot (V2) (2447 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification विशिष्टि का नाम /Specification Name		बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
GENERAL REQUIREMENT	Туре	Steel folding cot with Plywood top	

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)	
MATERIAL	Top material	19 mm thick (11 Ply) ISI marked Synthetic Resin Bonded Grade-BWR, Type-AA confirming to BIS specification IS:303 /1989 (Reaffirmed 2013) with Amendment no. 1 to 6	
	Leg shoes	Plastic	
TESTING AND CERTIFICATION	Availability of test report from AHSP /NABL /ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes	
	Test reports to be furnished to the buyer on demand, if claimed to be available	Yes	

Additional Specification Parameters - Steel Folding Cot (V2) (2447 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)	
Brand	Brand should be registered brand on GeM.	

^{*} Bidders offering must also comply with the additional specification parameters mentioned above.

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Specification Document	<u>View</u>
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Swarup Saha	490006,THQ IG SPL OPS, BSP Hr Secondary School, Opposite SBI- Maroda Uttai Risali sector, Bhilai	2447	75

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्ते/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to

25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

4. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NITRA/MSME Only

Post Receipt Inspection at consignee site before acceptance of stores: Board of Officers

5. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

6. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

7. Scope of Supply

Scope of supply (Bid price to include all cost components): Only supply of Goods

8. Buyer Added Bid Specific ATC

ADDITIONAL TERMS & CONDITION

1.	MSES/Start-up or any other entity exempted for EMD, they shall submit bid s ecuring declaration (in lieu of EMD) as per Appendix-"A" alongwith bid. Docu ments failing which their offer shall be rejected during initial security and aft er that no representation shall be entertained after opening of the technical GeM bid. The re-seller/authorized dealers/traders are not exempted for EMD (Did Securing), Turn over and experience/past performance.		
2.	Consideration of bidder/OEM turnover criteria :		
	The minimum average annual financial Turnover of the bidder/OEM of the off ered product during the last 03 years ending on 31 st March of the previous financial assessment year i.e.2022-23, 2023-24, 2024-25 will only be consider ed. In case the date of constitution / incorporation of the OEM is less than 03 years old, the average turnover in respect of the completed financial assess ment year after the date of constitution shall be taken into account for these criteria. If the firm don't update turnover details on the GeM portal duly verified form ITR from last three assessment financial years the offer shall be rejected.		
3.	Bid reserved for Make in India products :		
	Bidder to upload certificate regarding percentage of the local content and the details of locations at which the local value addition is made along with their bid. (Performa attached as Appendix-'B ').		
4.	UNDERTAKING CERTIFICATE FOR CARTEL FORMATION :		
	Participated bidder is required to submit the undertaking certificate with the bid documents for non-submission of bid through cartel formation as per Ap pendix - "C".		
5.	Bidder has to submit an undertaking that their firm has never submitted any Fake/forged/edited misleading documents in any of the government departm ent in the last 02 (two) years and their documents have never been found Fake/Forged/edited/Misleading by any government department in the last 02 years. If the undertaking is found false/manipulative/misleading, the firm shall be blacklisted for 02 years from BSF as Appendix-'D').		
6.	Bidder has to give an undertaking on letter head that their firm has not defau lted in the supply of any contract issued by any Government department in I ast 2 years in any consignee. If the undertaking found false/manipulative/misl eading, the firm shall be blacklisted for 02 years from BSF as Appendix-'E'.		
7.	Participated firms should submit a Self-declaration that the bidder is not un der watch list/banned/suspended/blacklisted by any Govt. department as Appendix-'F' .		
8.	Bidder financial standing:		
	The bidder should not be under liquidation, court receivership or similar proc eedings should not be bankrupt. Bidder to upload undertaking to this effect w ith bid as Appendix-'G' .		

9.	Registered Brand :
	The firm offered bid product on the GeM portal is required to be registered br and. In this regard, proof of document for registered brand is required to sub mit with the bid documents failing which the offer shall be rejected at initial s tage.
10.	The firm/bidder is required to be submitted the firm Pan Card, GST registration Certificate and proprietor Aadhar Card with the bid documents.
11.	Lab Test Report:
	Lab Test Report is required to be submitted by the tenderer along with the te chnical bid documents in a at least one of the last 2 years before the bid opening date duly inspected by NABL Accredited Labs/MHA captive agency fo r conformity of all the parameters as per bid requirement.
12.	Disclaimers and right of procuring entity :
	The issue of the bid document does not imply that the procuring entity is bou nd to select BIDs and it serves the right without assigning any reason to :
	(a) Reject any or all the bids : or
	(b) Cancel the tender process: or
	(c) Abandon the procurement of the goods: or
	(d) Issue another tender for identical or similar goods
	(e) Reserve the right to accept or reject bids with any all deviations.
13.	Participation firm should also submit certificate (a/w bid docs) in their letter p ad that, firm has accepted all terms and condition mentioned in the instant bid as Appendix-'H'.
14.	Liquidated Damages: In case the firm does not complete the supply within the laid down agreed delivery period as per contract action will be taken against the firm as per clause 9.7.9,9.7.10 & 9.7.11 of the manual for procurement of goods 2022, MOF. Bidder should submit undertaking for acceptance of Liquidated Damages.
15.	RISK PURCHASE CLAUSE: - If the supplier fails to deliver the items either in full or in part, within the prescribed delivery period, the Purchaser shall be en titled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods. Items without cancelling the contract in respect of the items not yet due for delivery, or to cancel the contract based on progress of work, including items not due for delivery and if thought fit/necessary, to purchase the items at the risk and cost of the Supplier. The price differential in case of higher cost to purchaser, if any shall have to be borne by the defaulting supplier. Moreover, the defaulting supplier shall have no claim over the quantity, which they failed to supply. It is the discretion of BSF either to leavy penalty clause 7/9 and accept delayed deliveries or proceed with the alternate procurement plant 7/9 invoking the risk purchase clause. Bidder should submit undertaking for acceptance of Risk Purchase Clause.

I	16.	Guarantee and Warranty :
		The aforesaid provisions made specifically for Goods, shall also be applicable for services to the extent the same are practically possible as Appendix-'l' .
	17.	Right to Rejection :
		Store will be accepted after inspection and only if they are found upto the standard specification. The decision of the BSF shall be final as to the quantity of the stores and shall be binding upon the tenders and in case of any of the art icles supplied not being found as per losses caused to supplies should be borne by the supplier and ensured by the supplier that articles supplied should be best in quality and free from all defects. The rejected stores must be removed by the tenderer from the consignee's premises within 15 days from the date of intimation about rejection at the risk and cost of the tenderer. The incharge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss short age damage that may occur to it while is in the premises of the consignee.

18. **Arbitration:** The latest General Terms and Conditions on GeM 4.0 (Version 1 .7) clause No.16.2 (Arbitration) is as under-

In the event of any conflict/dispute arising out of or in connection with Contract placed through GeM which has not been resolved in accordance with the procedure laid down in Clause 16.1 above, the aggrieved party may invoke Arbitration by sending a written notice to the other party. The procedure for appointment of the Arbitral Tribunal shall be as follows.

- (i) In case where the total value of the Contract is less than INR 1,00,00,000/-(Indian Rupees One Crore) only the same shall be referred to a sole arbitrator mutually appointed by both the Parties.
- (ii) Where the total value of the contract exceeds INR 1,00,00,000/- (Indian R upees one crore) only, the arbitration shall be conducted by a quorum of thre e arbitrators. Each party shall be entitled to appoint an arbitrator and the two party appointed arbitrators shall within 30(thirty) days from their nomination, appoint a third arbitrator i.e. the Presiding Arbitrator.
- (iii) In case of failure to appoint the President Arbitrator within a period of 30(thirty) days from the date of nomination of the two arbitrators by the respective parties, the aggrieved party shall approach the High Court (under whose jurisdiction the principle place of business of the Buyer department/organization is located) to appoint the President Arbitrator as per the provisions of the Arbitrator and Conciliation Act 1996 (as amended up to date).
- (iv) The arbitrator shall be conducted in the English language. Arbitration pro ceedings can also be conducted online, as per the direction of the Arbitral Tri bunal.
- (v) The cost of the Arbitration shall be equally borne by both the Parties.
- (vi) The award of the Arbitration shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliati on Act, 1996, as amended up to date. The seat of arbitration shall be at the place where the principle place of business of the buyer department/organizati on is located.
- (vii) The contract shall be interpreted and governed in all respects in accorda nce with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the I ocal limits of whose jurisdiction principle place of business of the Buyer department/organization is located.

19.	Force Majeure Clause: -
	If at any time during the continuance of the contract, the performance in who le or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reason sof such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, either party may at its option terminate the contract to be fixed by buyer, which shall be final, all unused, undamaged and accepted material, bought out components and goods in course of manufacture in the possession of the seller at the time of such termination or such portion thereof as the buyer may deem fit excepting such materials, bought out components and goods as the seller may with the concurrence of the buyer elect to retain. Bidder should submit undertaking for acceptance of Force Majeure Clause.
20.	CVC Guidelines: The Indian agent on behalf of the Principal/OEM or Principa I/OEM itself can bid but both cannot bid simultaneously for the same item/pro duct in the same tender (CVC - Guidelines issued vide Circular No. 03/01/12(12-02-6 CTE/SPL (1)-2/167030 dated 13 Jan 2012 refers). CVC guide lines should be followed meticulously and a certificate in this regard will be f urnished by the bidder as Appendix- 'J'.
21.	Compliance of GFR Rule 144 (xi). Bidder should submit a certificate in compliance of MoF (DoE) OM
	Bidder should submit a certificate in compliance of MoF (DoE) OM No.F.7/10/2021-PPD (1) dated 23.02.2023 i.e a bidder is not from a country s haring land border. (Performa attached as Appendix-'K')
22.	Dispute resolution between the buyer and the seller/service provide r:
	The clause No. 16 as mentioned in General Terms & Condition on GeM 4.0 (V ersion 1.12) dated August 2023 should also invariable be added in all the draf t bid.
23.	Undertaking of Fall Clause- Given in ATC Documents - "L".
24.	The bidder/OEM is required to submit Certificate of Manufacturer/OEM as Ap pendix-'M' .

25.	CONFLICT OF INTEREST AMONG BIDDERS/AGENTS:	
	A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the determent of purchaser's interest. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if:	
	a. They have controlling partner (s) common: or	
	b. They receive or have received any direct or indirect subsidy/financial stake from any of them: or	
	c. They have the same legal representative/agent for purposes of this bi d: or	
	d. They have relationship with each other, directly or through common t hird parties, that puts them in a position to have access to informatio n about or influence on the bid of another bidder.	
	e. Bidder participates in more than one bid in this bidding process. Parti cipation by a bidder in more than one bid will result in the disqualifica tion of all bids in which the parties are involved. However, this does n ot limit the inclusion of the components/ sub-assemblies from one bid ding manufacturer in more than one bid.	
	f. A bidder or any of its affiliates participated as a consultant in the prep aration of the design or technical specification of the contract that is t he subject of the bid.	
	g. In case of a holding company having more than one independently m anufacturing units. Or more than one unit having common business o wnership/management. Only one unit should quote. Similar restriction s would apply to closely related sister companies. Bidders must proac tively declare such sisters. Common business. Management unit is sa me/similar line of business.	
	(Performa attached as Appendi x - 'N')	
26.	Testing Sample: - The testing of bulk sample during PDI will be carried out by NITRA/MSME. 02 (Two) advance sample will be sent by L-1 Firms duly test ed by from above mentioned any of the Labs only. The PDI and Lab testing c harges would be borne by the seller. Declaration whether the bidder is agree d/accepted the PDI agencies. (Performa attached as Appendix- 'O')	
27.	Bidders are advised to check applicable GST on their own quoting. Buyer wi not take any responsibility in this regard. GST reimbursement will be as per ctual or as per applicable rates (Whichever is lower) subject to the maximur of quoted GST%.	
28.	Bidder should submit complete MSE/Udyam Certificate, GST Registration, ITR (last 03 years) and Certificate of annual turnover with UDIN duly signed by C A along with bid documents.	
29.	The bidder/OEM is required to provide Dedicated /toll Free Telephone No. for Service Support as Appendix-'P' .	

30.	Survey of Store :- After receipt of stores, a board of officers detailed from this HQ will carry out survey the store and has right to accept or reject the su pplied store fully/partially, owing the reason of substandard quality/not as per prescribe specification/QR etc.						
31.	a) The tender may be cancelled at any stage at the discretion of Competent authority without reason as per clause 173 of GFR 2017.						
		b) The buyer reserves the right to reject the entire supplied stores, even if only a part of the stores are to found be substandard, inferior and not m eeting the QRs.					
		icates / documents sought in the Bid document, ATC and Corrigendum if					
32.		dealers/traders are not e n, Turnover and Experienc	xempted EMD (Bid security/ e/Past Performance.				
33.	Firm must submit BIS Licontain ptance.	Firm must submit BIS License and Bidder should submit undertaking for acce ptance.					
34.	NIC code for Steel Cots s	should be - 24311					
	NIC code for Ply Wood sh	nould be - 16219					
35.	ADDITION TECHNICAL	SPECIFICATION :-					
	PLYWOOD FOR GENERAL PURPOSES						
	Specification	Specification Name	Bid requirement				
	Dimension of plywoo d for general purpose	Length	2100 mm + 6 mm/m				
	s as per IS 303 : 1989 (Reaffirmed 2013) an	Width	900 mm + 3 mm/m				
	d drawing No.GEM/GE /FC/246	Thickness	19 mm <u>+</u> 5%				
	Туре	Type of plywood	АА				
	Generic	All the four corners of p lywood are rounded	Yes				
		Holes in the plywood at all four corners for fixin g Mosquito Net	Yes				

	Plywood top shall have aluminium C-channel b eading 23x11x2 mm fix ed by suitable crew spa ced at 300 mm pitch (M ax)	Yes
BIS	BIS Certification Markin g	Each plywood may also b e marked with Standard Mark
Warranty	Warranty period in nu mber of years	1 years
	Plywood	The ply wood shall be fitt ed to frame with nuts an d bolts of size M6x65mm with suitable washers.
Finishing	Plywood	The faces of plywood sh all be reasonable smooth and face veneers shall be of reasonable uniform thickness. Slight sanding may be given to rough boards in order to make them reasonable smooth. The squareness and edge straightness of the board when measured according to the procedure given in Annex C shall be a sigiven in 8.3.
FOR FOLDING COT S	TEEL FRAME	
Weight	Minimum weight of the cot without plywood, b eading & Fixing screw.	19.6 Kg (Minimum)
Finish	Finish of Frame	Olive Green Colour
Warranty	Warranty period in nu mber of years	1 years
Dimension	Width of Frame	762 mm (+/- 5 (mm))
	Length of Frame	1980 mm (+/- 5 (mm))

Material	Mainframe Material	25 mm NOM bore ERW S teel Tube Black (Medium) ISI Mark to IS:1161-201 4 grade - YST-210
	Support frame material	15 mm NOM bore ERW S teel tube black (Medium) IS:1161-2014 grade - YS T - 210
Joint	Joint in the frame	The frame shall not have more than one joint. At the joint a piece of 15 mm long x 1.4 mm thick (min) tube of outside dia equal to inside dia of the tubular frame be inserted. The joint shall be then secured by welding. The frame tube shall be bent without causing any cracks, unevenness or other defects.
Basic	Arrangement for mosq uito net holding poles	To be welded on 04 corn ers of the frame.
Finishing	Paint	The cots shall be painted in olive green (ISC No. 2 20 as per BIS specificati on IS 5/2007 with two co ats of enamel paint. The finish should conform to clause 6 of IS:8761/78 (S pecn. For steel folding c ots). The performance re quirement of finish shoul d conform to clause 7 of IS:8761/78.
BIS	BIS Marking	The tubes may also be m arked with the Standard Mark.

<u>A</u>	p	p	<u>e</u>	n	d	<u>ix</u>	-	"	Α	"

Open No. Tender Enquiry No	Dated
----------------------------	-------

BID SECURING DELARATION CERTIFICATE

<u>(On Fi</u>	rm's Letter head)	
To The Inspector General, Border Security Force Frontier Headquarter (SPL OPS) Chhattisgarh - 490006		
Sir,		
Tender/GeM. Bid No that if we withdraw or modify our be reded the contract and we fail or we mance security before the deadline nded for the period of 02 years from with procuring entity i.e. Border Security 1.e.	oid during the period of vector and the contract of the defined in bids document on being eligible to subsections.	validity, or we are awa s, or to submit a perfor ents, we will be suspe omit bids for contract
	Yours Faithfully	,
(Signature of the Au	uthorized Signatory of Bio	dder, with Official sea

LOCAL CONTENT CERTIFICATE

Bid No _____

(On Firm's Letter Head)

CERTIFICATE INDICATION PERCENTAGE OF LOCAL CONTENT REQUIREME NT FOR CLASS -I LOCAL SUPPLIER AND CLASS - II LOCAL SUPPLIER

S.NO	DETAILS	
I.	Type of supplier (Class-I local supplier or cla	
	ss-II local supplier	
II.	Percentage of local content	

Appendix-'B'

Dated

III.	In case the bid value is more than Rs 10 Cro re the declaration relation to percentage of I ocal content shall be certified by the statuto ry auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procuremen t (Preference to Make in India) order 2017 d ated 04.06.2020	
IV.	Locations (s) at which the local value addition (address of manufacture unit process)	
V.	Debarment of violation of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) order dated 04/06/2020	

Your Faithfully

(Signature of the Authorized Signatory of Bidder, with official s

Appendix-'C'

<u>UNDERTAKING FOR CARTEL FORMATION</u> <u>(On Firm's Letter head)</u>

eal)

For Bid No. GEM/2024/B/	Dated: 00-00-2024.
Vendor on the GeM Portal for e a part of cartel with other v	Hereby, give an undertaking that as a Registered manufactures for supply of will not b endors and will be quoting competitive rates in the Ftr HQ BSF (Spl Ops) Chhattisgarh.
hority i.e GeM portal may de- GeM portal as well as conceri	are aware of the fact that the registering aut list the name of our firm approved vendors on the ned department for two (02) years. If found confirm formation from any of the departments and through
Name of Proprietor :-	
Complete Address:-	Seal and Signature

(Authorised Signatory of the firm)

APPENDIX-'D'

NON- SUBMISSION OF FAKE DOCUMENTS DECLARATION (To be given on Company Letter Head)

То Inspector General. Ftr HQ (Spl Ops), BSF Chhattisgarh 490006 Sub: DECLARATION THAT FIRM NOT SUBMITTING FAKE/FORGED/MISLEADING/ MANIPULATED DOCUMENTS GEM BID Reference No:_____ Dated_____ Name of Item: Dear Sir, hereby declare that we have not su We bmitted the Fake/Misleading/Manipulated documents from last two financial yea rs from any Government Bids/Tenders including instant bid. In the event that the information is found to be incorrect/untrue or found violated, then your departm ent/ organization shall without giving any notice summarily reject/terminate our bid, without prejudice to any other rights including the blacklisted for 02 financia I years. Yours Faithfully, (Signature of the Bidder, with Official Seal) **APPENDIX-'E' DECLARATION FOR SUCESSFULLY SUPPLYING OF STORES** (To be given on Company Letter Head) To Inspector General, Ftr HQ (Spl Ops), BSF Chhattisgarh 490006 Sub: DECLARATION FOR SUCESSFULLY SUPPLYING OF STORES GEM BID Reference No: _____ Dated_____ ___ Name of Item:_____ Dear Sir, We hereby declare that we have succe ssfully supplied the Govt stores without any cancellation of contracts from last t

wo financial years. In the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice summarily reject/ terminate our bid, without prejudice to any other rights

	including the blacklisted for 02 financial years.
	Yours Faithfully,
	(Signature of the Bidder, with Official Seal)
	<u>Appendix</u> - "F"
	BID No Dated
	FORMAT OF UNDERTAKING FOR BLACKLISTED (On Firm's Letter head)
	To Inspector General, Ftr HQ (Spl Ops), BSF Chhattisgarh 490006
	Sir,
01.	We M/s do hereby undertake that our firm has not been watch listed/blacklisted/suspende d or banned by any Govt. department/public sector undertaking/ corporate organization.
02.	We M/s do hereby undertake that our firm has not under liquidation, court receivership or similar proceedings and also not bankrupt on any account.
	Yours Faithfully,
	(Signature of the Authorized Signatory of Bidder, with Official seal)
	<u>Appendix</u> - "G"
	BID No Dated
	FORMAT OF UNDERTAKING FOR BIDDER FINANCIAL STANDING (On Firm's Letter head)
	To Inspector General, Ftr HQ (Spl Ops), BSF Chhattisgarh 490006
	Sir.

	We M/s (write name of the firm) declares that our firm is not under liquidation, court receivership or similar proceedings. The C ompany is also not bankrupt.
	Yours Faithfully, (Signature of the Authorized Signatory of Bidder, with Official seal)
	<u>Appendix-</u> 'H'
	ACCEPTANCE OF TERMS & CONDITIONS OF BID (On Firms Letter head)
	(On Firms Letter nead)
	Bid No. GEM/2024/B/ Dated: 00-00-2024
	Dear Sir,
1.	I/We have downloaded/obtained the GeM bid documents(s) for the above mentioned 'Bid' from the web site (s) namely; GeM portal on date
2.	I/We hereby certify that I/We have read the entire terms and conditions of the bid documents (including all documents like Specification, Bid Details(s), Buyer Added Bid Specific Terms and Conditions (s), Buyer Added Bid Specific ATC, Buyer uploaded ATC documents, Quality Assurance Plan document and etc.) and I/We shall abide hereby the terms/conditions/clauses contained therein.
3.	The corrigendum (s), if any, issued from time to time by your department/organization too has also been ta ken into consideration, while submitting this acceptance letter.
4.	I/We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s)/corrigendum (s) in its totality/entirety.
5.	I/we do hereby declare that I/We have read and understood the entire specifications/requirement laid down in the Bid document and have prepared the bid in compliance with the requirements specified in the document.
6.	I/We certify that all information and documents furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract without prejudice to any other rights or remedy including the blacklisted for 02 financial years absolutely.

Yours faithfully

Authorized Signatory (Signature of the Bidder, with Official seal)

Appendix-'I'

UNDERTAKING FOR COMPLIANCE TO WARRANTY CLAUSE (On Firm's Letter head)

For Bid No- GEM/2024/B/	Dated		
To The Inspector General, Border Security Force Frontier Headquarter (SPS OPS) Chhattisgarh – 490006 We M/s having registered office a	t und		
ertake that the Warranty period of the supplied products the date of final acceptance of goods	shall be 01 Year from t		
Yours Truly			
Yours Faithf (Signature of the Authorized Signatory of E)			
	<u> Appendix</u> - "J"		
UNDERTAKING FOR CVC CIRCULAR NO.03/01/12 DATED 13.01.2012 (On Firm's Letter head)			
To The Inspector General, Border Security Force Frontier Headquarter (SPS OPS) Chhattisgarh – 490006 Sir,			
Tender/GeM. Bid No under and accept the term e CVC Circular No. 03/01/12 dated 13.01.2012 and we are			

Yours Faithfully (Signature of the Authorized Signatory of Bidder, with Official seal) **APPENDIX-'K'** Bid No ated 00-00-20 25 (TO BE IN THE COMPANY LETTER HEAD) Certificate regarding compliance of Ministry of Finance, Department of Expendit ure, Public Procurement Policy Division Order No. F.No. 7/10/2021-PPD Dated 23.02.2023 I certify that..... (Name of the firm) is not covered by the definition of the bidder as per Public Procurement Division Order No. F.No. 7/10/2021-PPD Dated 23.02.2023 and is thus not required to be registered with the Competent Authori ty for this purpose. OR I certify that.....(name of the firm) comes within the ambit of Public Procur ement Division Order No. F.No. 7/10/2021-PPD Dated 23.02.2023 and for this pu rpose, it is registered with the Competent Authority, Valid registration certificate NO...... Dated...... issued by...is enclosed. (Strike off the portion not applicable) Signature of tenderer Name in block letter

the tendered store and will be participating in the tender enguiry and we have n

ot authorized any agent / distributor to quote on behalf of our company

Name of firm	:
Address :-	
	Appendix-'L'
UNDERTAKING OF FALL CLAU (On Firm's Letter head)	<u>JSE</u>
Bid No	Dated 00-00-2025 -
To The Inspector General, Border Security Force Frontier Headquarter (SPS OPS) Chhattisgarh - 490006	
	bid in respect of any other it is found at any stage th is to any other Ministry/De han that very price, with d present case and the diffe
We shall strive to accord the most favoured customer respect of all matter pertaining to the present case.	treatment to the buyer in
Your Faith (Signature of the Authorized Signatory o	•

APPENDIX-'M'

TO WHOM IT MAY CONCERN UNDERTAKING FOR OEM CERTIFICATE.

Bid No 00-2025		••••		ı	Dated: 00-
Dear Sir,					
We, M/S			hereby	declare that we	e are the O
EM of the	product i.e .				
			Yours faithful	lly	
	Auth	orized Signato	ry (Signature of the	Bidder, with C	official seal)
					_
				Δ	ppendix-N
				_	рреник н -
		<u>ION IN RESP</u>	ECT OF CONFLICT		<u>r</u>
Bid N	0			Dated_	
Name of Firm	dress of firm, Ph one No,	Firms' Wo rks Addre ss as per Vendor Re gistration, Phone, Fa x No E-mai I ID	Type of Firm (Sole proprietor ship/Partnershi p/Limited liability partne rship/Private li mited company/Publi c limited company)	CIN/LLPIN of Firm	GST Re gistrati on No o f the Fir m
(1)	(2)	(3)	(4)	(5)	(6)

02	r(s)/ Dire	Father's / Husban d's name of all Ow ners/ Dir ector (s)	DIN	Full residential Address	d of Owner /Director(s)	
	(1)	(2)	(3)	(4)	(5)	(6)

03. WE HEREBY DECLARE AND CONFIRM THAT no bid has been submitted for the quoted item by any t her Private limited Company or Limited Liability Partnership (LLP) or partnership Director, Partner or Proprietor. The work "relative" is defined as under:-

The companies Act, 2013 Sec 2(77) "relative" & "MoF Manual for procurement of Goods (Para 5.1 .4) with reference to any person, means anyone who is related to another, if:-

- i) They are member of a Hindu Undivided Family;
- ii) They are husband and wife; or
- iii) Owner person is related to the other in such manner as prescribed below:
 - a) Father including step-father.
 - b) Mother including step-mother,
 - c) Son including step-son,
 - d) Son's wife,
 - e) Daughter,

To

- f) Daughter's husband,
- g) Brother including step brother,
- h) Sister including step- sister.

(Signature of the Authorized

Signatory of Bidder, with Official seal)

Appendix - "O"

<u>DECLARATION FOR INSPECTION AGENCY (PDI)</u> (On Firm's Letter head)

Bo Fr	ne Inspector General, order Security Force ontier Headquarter (SPS OPS)
Cł	nhattisgarh – 490006
Sir,	
	Tender/GeM. Bid No
	We. M/S hereby declare that, I have understood that as p

er bid documents at columns "Inspection Required" it is mentioned "YES". I und

erstand that, inspection is required and I have read the conditions mentioned in Bid Specific Additional terms and conditions and agree to get the stores inspecte d before dispatch (PDI) for mentioned in Bid ATC. It is discretion of the buyer to associate their Board of Officers along with authorized inspection agency.

Yours Faithfully
(Signature of the Authorized Signatory of Bidder, with Official seal
)

APPENDIX-'P'

Dedicated Telephone No. for Service Support

Bid No	Dated: 00-00-202
5	
Our Dedicated/toll free Telephone No. for service support is:	;
Yours faithfully	,
Authorized Signatory (Signature of the Bido	der, with Official seal

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---